

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

August 16, 2006

Meeting Date: July 19, 2006

Division: Community Services

Bulk Item: Yes X No

Department: Social Services Transportation

Staff Contact Person: Jerry Eskew, Senior Administrator

AGENDA ITEM WORDING: Approval to purchase the FY 2006 Budgeted ADA Paratransit Bus by piggy backing to the Florida Department of Transportation FVPP-03-SC-1 procurement from First Class Coach and Equipment, Inc. for a 2007 TurtleTop Bus.

ITEM BACKGROUND: The Approved FY 2006 Budget provided for the purchase of one transportation bus using County funds. Transportation budgets are prepared based on an aging fleet where older buses are replaced when and hopefully before they become more costly to maintain than replacing with newer buses.

PREVIOUS RELEVANT BOCC ACTION: The previously approved FY 2006 Transportation Program Budget by the BOCC.

CONTRACT/AGREEMENT CHANGES: NA

STAFF RECOMMENDATIONS: Approval to issue a purchase order to buy one (1) transportation bus using the FY 2006 Budgeted funds.

TOTAL COST: \$62,278

BUDGETED: Yes X No

COST TO COUNTY: \$62,278

SOURCE OF FUNDS: 001-61525-560640

REVENUE PRODUCING: Yes NA No **AMOUNT PER MONTH** NA **Year**

APPROVED BY: County Attorney [Signature] OMB/Purchasing [Signature] Risk Management [Signature]

DIVISION DIRECTOR APPROVAL:

[Signature: Sheila Barker]
Sheila Barker, Community Services Division Director

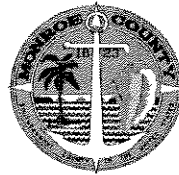
DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #**



BOARD OF COUNTY COMMISSIONERS

Mayor Charles "Sonny" McCoy, District 3
Mayor Pro Tem Dixie M. Spehar, District 1
George Neugent, District 2
David P. Rice, District 4
Glenn Patton, District 5



To: Monroe County Board of County Commissioners
From: Jerry Eskew, Transportation Administrator
Date: August 1, 2006
Subject: Transit Bus Purchase

This agenda item is requesting that the Transit Program be allowed to issue a purchase order to First Class Coach and Equipment for a Turtle Top Bus. The price paid will be at the Florida Department of Transportation (FDOT) negotiated 5310 Grant contracted price using County funds approved and budgeted by the BOCC for Fiscal Year 2006 in the Transit Program's Budget 001-61525-560640 in the amount of \$62,278.

The "piggybacking" on the FDOT Contract has been approved by the FDOT. The FDOT vendor First Class Coach and Equipment has agreed to sell the bus at the 5310 Grant negotiated price to Monroe County (See signed contract).

Monroe County Transit has five Turtle Top Buses currently in the fleet, of which two of them were purchased entirely of County funds piggybacking on the FDOT 5310 Grant contract in place at the time of ordering. The other three buses were purchased using FDOT Grants with a 10% County Match from three different grant years.

FDOT contracted with University of South Florida (CUTR) to make bus comparisons for use and price using a state approved bid process. Their selections was based on what was deemed as appropriate ADA needs in relation to various bus sizes and capacities that transit systems throughout the state would need to transport their passengers. Their bid process is believed to fulfill the County's criteria for selecting the best bus at the best price.

Transit's Bus Replacement Policy is that buses older than 5 years old and more than 100,000 miles will be replaced with new buses preventing high repair costs and excessively long equipment down-time that would have adversely affected services to Monroe County's elderly and disabled citizens.

**AGREEMENT BETWEEN MONROE COUNTY
AND FIRST CLASS COACH AND EQUIPMENT, INC.**

THIS AGREEMENT made and entered into this ____ day of August, 2006, by and between MONROE COUNTY, a political subdivision of the State of Florida ("COUNTY"), whose address is 1100 Simonton Street, Key West, Florida 33040, and FIRST CLASS COACH AND EQUIPMENT, INC., a Florida Corporation ("COACH"), whose address is 88 E. Broad Street, Winter Garden, Florida 34787.

WHEREAS, the approved 2006 Budget provided for the purchase of one transportation bus using County funds; and

WHEREAS, COACH has entered into a contract with the Florida Department of Transportation, entitled Florida Vehicle Procurement Program, also known as FVPP-03-SC-1 ("State Contract"); and

WHEREAS, County's Division of Community Services wishes to purchase a bus as described in the State Contract and will piggyback the purchase on the State Contract pursuant to County Purchasing Policy; and

WHEREAS, COACH and COUNTY agree to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the COUNTY and COACH agree as follows:

1. THE AGREEMENT

The Agreement consists of this document and its exhibits, and State Contract known as Florida Vehicle Procurement Program, FVPP-03-SC-1.

2. SCOPE OF THE WORK

COACH will provide one transportation bus as described in the ORDER FORM and Order packet attached in Exhibit A.

3. PAYMENTS TO COACH

Payment to Coach shall be in the same manner as is set out in the State Contract and order packet (Exhibit A).

4. TERMS AND CONDITIONS

The terms and conditions of this Agreement are set forth in entirety in the State Contract which can be found at the FVPP website:

<http://www.cutr.usf.edu/research/vpp/fvpp2.htm> or by calling

5. ACCEPTANCE OF CONDITIONS BY COACH

COACH agrees to comply with and abide by all the conditions of the State Contract in its dealings with COUNTY; and with all the requirements as stated in the ORDER PACKET in the State Contract.

A copy of the email acceptance by COACH of the purchase under the State Contract is attached as Exhibit B.

6. ACCEPTANCE BY STATE

The State has notified COUNTY that it has no objection to the COUNTY purchasing a bus under the State Contract.

A copy of the email demonstrating state acceptance of the piggyback is attached hereto as Exhibit C.

7. TERMINATION

Methods of termination are set out in State Contract and exhibits to this Agreement.

8. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and COACH agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

9. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of COUNTY and COACH hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF COUNTY and COACH hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(seal)

Attest:

Danny L. Kohlage, Clerk

By: _____

Deputy Clerk

Date: _____

Witnesses for
FIRST CLASS COACH
AND EQUIPMENT, INC

Signature _____

Date: _____

Signature _____

Date: _____

Board of County Commissioners
Of Monroe County

By: _____

Charles "Sonny" McCoy, Mayor

Date: _____

For FIRST CLASS COACH AND
EQUIPMENT, INC

Signature _____

RON OBERT

Print Name

Date: 7/27/06

Address:

88 E BROAD ST
WINTER GARDEN, FL

Telephone Number: _____

407-656-1175

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM

NATILEENE W. CASSEL

ASSISTANT COUNTY ATTORNEY

Date: 8/4/06

ORDER FORM

FVPP-03-SC-1 (Small Cutaway Type Vehicles)

First Class Coach and Equipment, Inc.

MONROE COUNTY TRANSIT *BOCC*
AGENCY NAME: MONROE COUNTY DATE: _____ P.O.: _____
CONTACT PERSON: JERRY ESKEW F.I.N.# 59-6000749

April 2006

Item	Unit Cost	Quantity	Total Cost
Base vehicle: Chevrolet 3500	\$45,818.00	1	45,818
Engine (Gasoline) size: <u>6.0L V-8</u> Make: <u>Chevy</u> Manufacturer: <u>Chevrolet</u>	Standard		
Engine (Diesel) size: <u>6.6L</u> Make: <u>Duramax</u> Manufacturer: <u>Chevrolet</u>	\$5,980.00	1	5,980
Alternator – Penntex PX420G – Gas Engine	\$920.00		
Alternator – Penntex PX 422 Volts	\$810.00	1	810
Chevrolet OEM Alternator	Standard		
Stainless Steel wheel inserts	\$250.00	1	250
Spare Tire/Wheel	\$250.00	1	250
Seat Belt Extensions	\$20.00	14	280
Driver Seat A	\$450.00	1	450
Driver Seat B	\$400.00		
Altro Flooring	\$505.00	1	505
Public Address System	\$250.00		
AM/FM Radio	\$195.00		
TOTAL PAGE 1			54,343

**Florida Department of Transportation
Public Transit Office**

Order Packet

ORDER FORM (cont)

Item	Unit Cost	Quantity	Total Cost
Help bumper rear	Standard		
Side Wheel Chair Lift (Braun NN 917)	\$3,275.00	1	3,275
Side Wheel Chair Lift (Ricon S - 5010)	\$3,325.00		
Side Wheel Chair Lift (Maxon WL - 733L)	\$3,598.00		
Rear Wheel Chair Lift (Ricon KV 5010)	\$3,325.00		
Rear Wheel Chair Lift (Braun NN 917)	\$3,275.00		
Sure-Lok Restraint System (per position)	\$400.00		
Q - Straint Restraint System (per position)	\$400.00		
Sure-Lok SoLo Restraint System (per position)	\$580.00	4	2,320
Q - Straint Slide Lock Restraint System (per position)	\$414.00		
Standard seat (per person)	\$170.00	2	340
Flip-type seat (per person)	\$250.00		
Fold away seat (per person)	\$300.00	6	1,800
Child seat (per person)	\$220.00		
Paint scheme 1	\$200.00	1	200
Paint scheme 2	\$200.00		
Paint scheme 3	\$200.00		
TOTAL (Total Page 2)			<u>7,935</u>
TOTAL (Total Page 1)			<u>54,343</u>
GRAND TOTAL (Total Page 1 and Total Page 2)			<u>62,278</u>

**Florida Department of Transportation
Public Transit Office****Order Packet**

CHOICES FORM

SEATING AND FLOORING CHOICES

Seating Colors: (circle one) gray blue tan
Flooring Colors: (circle one) gray blue tan black
Paint Scheme: (circle one) #1 #2 #3

Agencies will select two (2) colors for the background and stripe when orders are placed. If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed, they may make separate arrangements with First Class Coach and Equipment, Inc. to provide these services. Base price reflects white base coat.

WHEELCHAIR LIFT CHOICES

Wheel Chair Lift: (circle one) **SIDE:** Braun Maxon Ricon
REAR: Ricon Braun

SECUREMENT DEVICE CHOICES

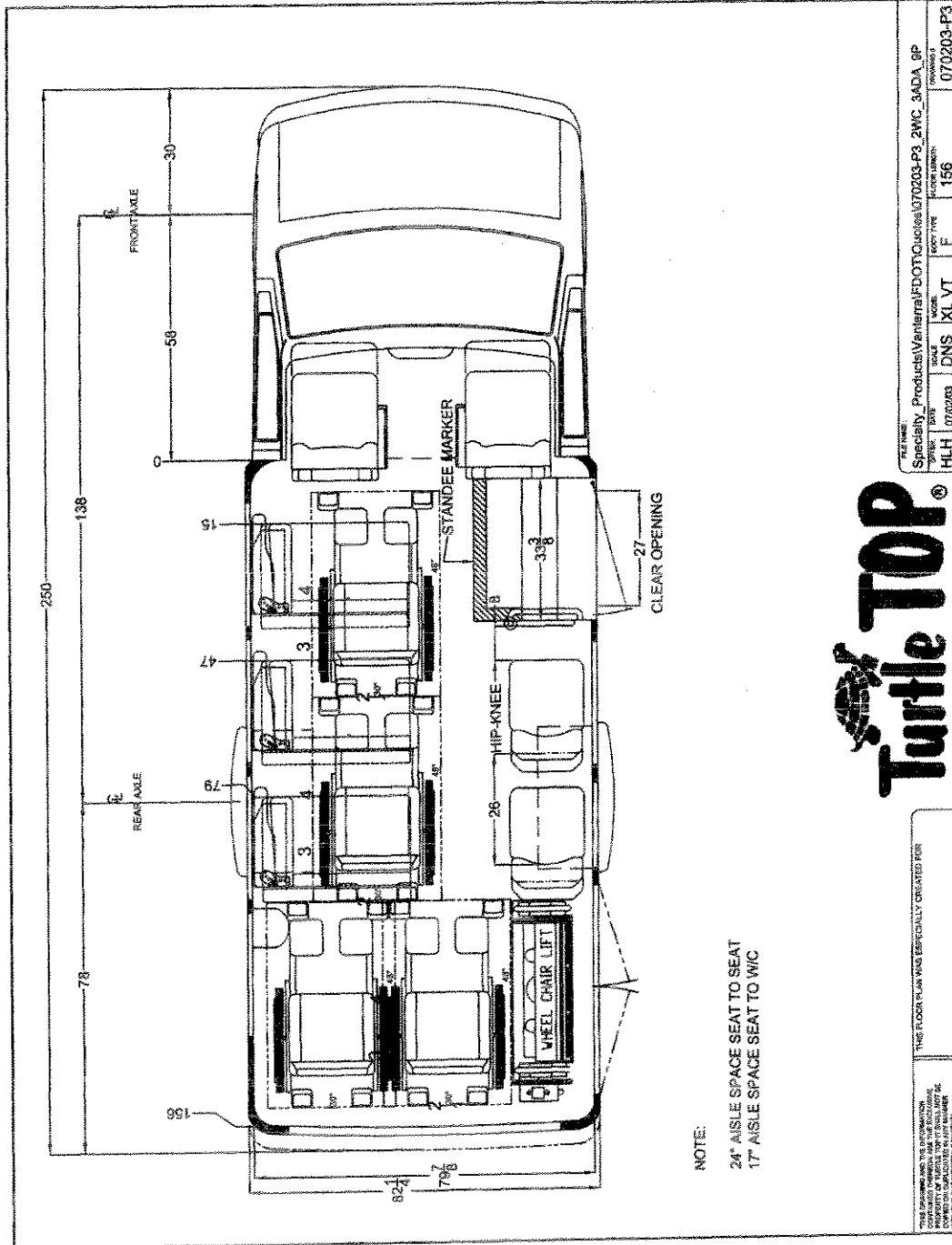
W/C securement (circle one) **STANDARD:** Sure-Lok Q'Straint
LOW-PROFILE: Sure-Lok Q'Straint

PLANNED SERVICE REQUIREMENT

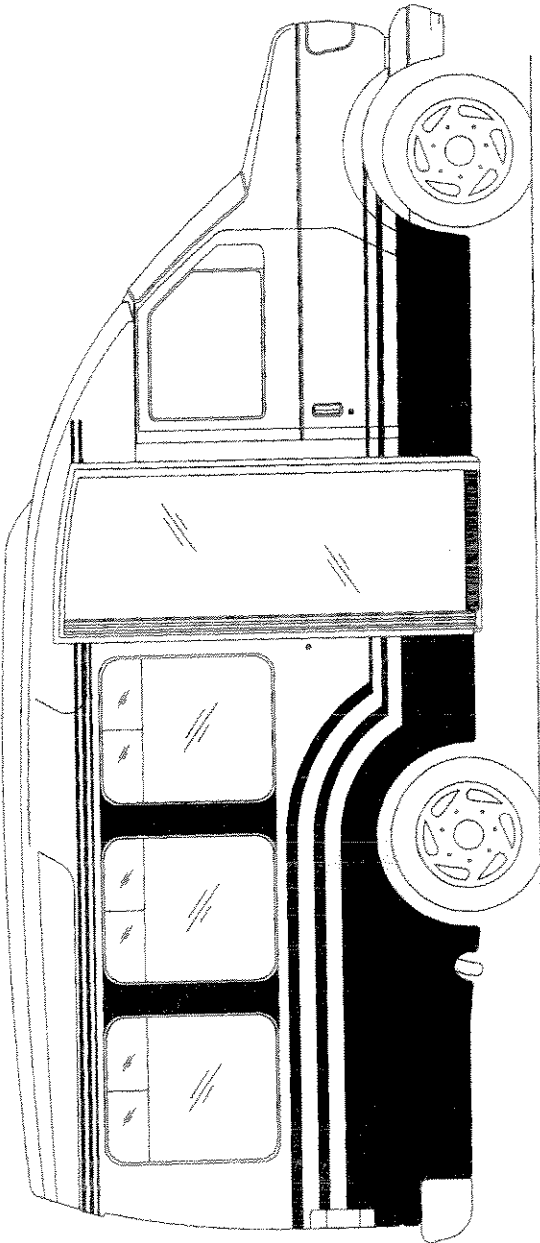
Planned Usage (circle one) Fixed Route Demand Response


TWO-WAY RADIO WIRING SETUP

Radio works with (circle one) Ignition On Only Ignition On or Off



Paint 1





SALES DWIGSBODY MASTERPAINT SCHEMESPDOT_VT			
DATE	DATE	DATE	DATE
HLH	08/13/03	DNS	XL VT
		SPR TYPE	F
THIS FLOOR PLAN WAS ESPECIALLY CREATED FOR			
<p>THIS FLOOR PLAN IS A REPRESENTATION OF THE INFORMATION PROVIDED BY THE CLIENT. IT IS NOT A CONTRACT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE FLOOR PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE COMPANY.</p>			

FVPP-03-SC-1 Small Cutaway Type Vehicles

General Information

The Florida Vehicle Procurement Program (FVPP) issued Proposal #FVPP-03-SC-1 to establish a state contract for the purchase of Small Cutaway Type Vehicles. Through this process, a contract was awarded to First Class Coach and Equipment, Inc. on June 10, 2003 to provide these vehicles. This contract was then extended through the 2005 build year.

This packet contains the necessary instructions and forms for agencies to purchase vehicles. This information can also be found at the FVPP website (<http://www.cutr.usf.edu/research/fvpp/fvpp2.htm>). This packet also provides guidance and clarity in the relationships between the buyers and the seller.

If an issue arises that is not adequately addressed, please contact Hank Cusack at (813) 974-7834 or Cindy Wooten at (813) 974-9771.

Vendor Information

First Class Coach and Equipment, Inc. is located at 88 E. Broad Street, Winter Garden, FL 34787. The telephone number is (407) 656-1175 and the FAX number is (407) 656-9242. When placing orders, please direct all inquiries to Ron Obert or Robyn Carroll and reference the FVPP Contract # FVPP-03-SC-1.

Ordering, Delivery, and Payment

Procedures contained in this section will be used by agencies and vendors to provide guidance in the ordering of and payment for vehicles. Agencies should understand that each order placed with and acknowledged by First Class Coach and Equipment, Inc. constitutes a contract between the purchaser and First Class Coach and Equipment, Inc. only. The contract implies no duties or responsibilities by the Project Coordinator or the Florida Department of Transportation. The terms and conditions of the said contract are to be administered and enforced by and between the purchaser and bidder.

Ordering Instructions

An Agency Purchase Order should accompany all orders placed with First Class Coach and Equipment, Inc. Please submit a separate order form (See Exhibit A – sample order form) for each vehicle. Each order form (See Exhibit B- actual order form)

contains:

- The base vehicle price
- Seating and wheelchair station prices
- Paint scheme prices
- Individual option prices
- **Choices form**

The **Chevrolet** vehicle will be built on a dual rear wheel 3500 chassis with standard wheelbase. The vehicle will come standard with a 6.0L V8 gasoline engine. All vehicles will have an electric door with standard driver's seat. The vehicle will also include the standard electrical system and all standard equipment and required options per the specifications.

Most agencies already have an idea of the type and number of seats/wheelchair stations needed to meet their floor plan requirements. Those agencies that have already determined their floor plan requirements should fax a copy of the proposed layout to First Class Coach and Equipment, Inc. for verification prior to submitting their order(s). Agencies requiring assistance with floor plan layout should call First Class Coach and Equipment, Inc. and discuss their needs. First Class Coach and Equipment, Inc. will develop a proposed floor plan based on the agency's needs and fax a copy to the agency for verification prior to the agency submitting the order. A few sample floor plans are included with this packet.

Standard passenger seats will be Freedman Feather Weight Mid or High Back including a "Knee Saver" backrest design. Fold-a-way seats will be the Freedman BV 3-Step seat.

An illustration of the basic paint schemes (Exhibit C) and a description of the individual options (Exhibit D) are also being provided to assist you in compiling your order.

After determining a floor plan and the individual options, place the number of desired items in the quantity column. Multiply the dollar figure in the cost column by the number of items in the corresponding quantity column to arrive at a total cost per item. Enter the total in the total cost column. Add the figures in the total cost column to arrive at the grand total for the vehicle. The grand total will be the figure used on the agency's purchase order. Agencies may make as many copies as needed of the blank order form.

First Class Coach and Equipment, Inc. will provide to the agency written confirmation of receipt of its order within 72 hours of receiving the order. At a minimum, the acknowledgment of order will contain:

- The agency's P.O. number
- Date order was received
- Date order was placed with the manufacturer
- The production / Vin number when available
- Estimated delivery date (when available)

Delivery

In case of delay in completion of delivery of an agency's vehicle(s) beyond the number of days allotted in the bid contract, the agency may assess as liquidated damage, \$25.00 per calendar day per vehicle (unless granted an extension in writing).

All work on and delivery of the vehicle(s) will be completed within ninety (90) days of receipt of chassis from the OEM supplier or receipt of Purchase Order from Purchaser, whichever occurs last. Each vehicle purchased through this contract shall be routed to the FDOT's Springhill inspection facility located in Tallahassee, Florida for an inspection prior to delivery to First Class Coach and Equipment, Inc. First Class Coach and Equipment, Inc. should see that all noted write-ups are corrected prior to final delivery to the procuring agency. This inspection by the FVPP is not represented as being "all inclusive" and in no way relieves the dealer from performing the required Pre-Delivery Inspection (PDI). Prior to the vehicle(s) being delivered, First Class Coach and Equipment, Inc. must perform a PDI. First Class Coach and Equipment, Inc. will notify the agency and the appropriate FDOT District Representative a minimum of 48 hours in advance to arrange a delivery time. Each vehicle will be delivered with all vendor/manufacture's quality control checklist including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents that First Class Coach and Equipment, Inc. will provide at delivery include:

- Copy of Manufacture's Certificate of Origin.
- Copy of Application for Certificate of Title.
- Warranty papers (forms, policy, procedures).
- Maintenance manual.
- Spare key(s).
- Operator's manual.

Final Acceptance

A vehicle should be rejected if any of the above items are missing, defective, altered, incorrect, or incomplete. If a vehicle(s) is delivered incomplete or contains any defective or damaged parts, the said parts will be removed and replaced by First Class Coach and Equipment, Inc. New parts will be furnished and installed by First Class Coach and

Equipment, Inc. at no cost to the agency. In the event work is involved, warranty or otherwise, to repair or place the vehicle(s) in proper complete condition, such repairs will be made by an approved firm (please see Exhibit F for warranty provisions).

Delivery of the vehicle(s) by First Class Coach and Equipment, Inc. does not constitute acceptance by the agency. The vehicle will be considered "accepted" upon passing the inspection and issuance of an acceptance letter by the agency. The terms of this contract state that an agency has 10 calendar days after receiving vehicle(s) to perform the Post Delivery Inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to First Class Coach and Equipment, Inc. and their FDOT District Office. The "Letter of Rejection" will state and describe the areas to be found in noncompliance with the bid specifications and is incomplete or contains any defective or damaged parts. A vehicle should only be rejected if it fails to comply with the construction called for in the specifications or if does not have the equipment/options as ordered. Placing the vehicle(s) in revenue service will automatically constitute "acceptance"; however, a "Letter of Acceptance" should still be sent to First Class Coach and Equipment, Inc.

Payment

Within five (5) days after accepting their vehicles(s), agencies should complete all necessary paperwork required by their FDOT District Office and submit their request for reimbursement along with the required documentation to their FDOT District Representative. At a minimum this will include:

- Three original signed FDOT invoices
- Letter of acceptance
- Proof of insurance
- Copy of title application listing FDOT as only lien holder
- Vin number
- Odometer reading

This should allow time to have First Class Coach and Equipment, Inc. paid in full within sixty- (60)- days of acceptance. Agencies should note that failure to meet the net 60-day payment terms could result in the payment of interest and other penalties. Terms are those shown in the FVPP-03-SC-1 Bid Document. A 2% (24% per annum) service charge will be added to all past due accounts.

EXHIBIT A

SAMPLE ORDER FORM

SAMPLE ORDER FORM
FVPP-03-SC-1 (Small Cutaway Type Vehicles)
First Class Coach and Equipment, Inc.

AGENCY NAME: _____ DATE: _____ P.O.: _____
CONTACT PERSON: _____ F.I.N.# _____

April 2006

Item	Unit Cost	Quantity	Total Cost
Base vehicle: Chevrolet 3500	\$45,818.00	1	\$45,818.00
Engine (Gasoline) size: <u>6.0L V-8</u> Make: <u>Chevy</u> Manufacturer: <u>Chevrolet</u>	Standard		
Engine (Diesel) size: <u>6.6L</u> Make: <u>Duramax</u> Manufacturer: <u>Chevrolet</u>	\$5,980.00		
Alternator – Penntex PX420G – Gas Engine	\$920.00		
Alternator – Penntex PX 422 Volts	\$810.00		
Chevrolet OEM Alternator	Standard		
Stainless Steel wheel inserts	\$250.00		
Spare Tire/Wheel	\$250.00		
Seat Belt Extensions	\$20.00	1	\$20.00
Driver Seat A	\$450.00		
Driver Seat B	\$400.00		
Altro Flooring	\$505.00		
Public Address System	\$250.00		
AM/FM Radio	\$195.00	1	\$195.00
TOTAL PAGE 1			\$46,033.00

SAMPLE ORDER FORM

Item	Unit Cost	Quantity	Total Cost
Help bumper rear	Standard		
Side Wheel Chair Lift (Braun NN 917)	\$3,275.00		
Side Wheel Chair Lift (Ricon S - 5010)	\$3,325.00	1	\$3,325.00
Side Wheel Chair Lift (Maxon WL - 733L)	\$3,598.00		
Rear Wheel Chair Lift (Ricon KV 5010)	\$3,325.00		
Rear Wheel Chair Lift (Braun NN 917)	\$3,275.00		
Sure-Lok Restraint System (per position)	\$400.00	2	\$800.00
Q - Straint Restraint System (per position)	\$400.00		
Sure-Lok SoLo Restraint System (per position)	\$580.00		
Q - Straint Slide Lock Restraint System (per position)	\$414.00		
Standard seat (per person)	\$170.00	2	\$340.00
Flip-type seat (per person)	\$250.00	2	\$500.00
Fold away seat (per person)	\$300.00	8 (4 seats)	\$2,400.00
Child seat (per person)	\$220.00		
Paint scheme 1	\$200.00		
Paint scheme 2	\$200.00	1	\$200.00
Paint scheme 3	\$200.00		
TOTAL (Total Page 2)			\$7,565.00
TOTAL (Total Page 1)	----	----	\$46,033.00
GRAND TOTAL (Total Page 1 and Total Page 2)			\$53,598.00

SAMPLE CHOICES FORM

SEATING AND FLOORING CHOICES

Seating Colors: (circle one) gray ☒ blue tan
Flooring Colors: (circle one) ☒ gray blue tan black
Paint Scheme: (circle one) #1 ☒ #2 #3

Agencies will select two (2) colors for the background and stripe when orders are placed. If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed, they may make separate arrangements with First Class Coach and Equipment, Inc. to provide these services. Base price reflects white base coat.

WHEELCHAIR LIFT CHOICES

Wheel Chair Lift: (circle one) SIDE: Braun Maxon ☒ Ricon
REAR: Ricon Braun

SECUREMENT DEVICE CHOICES

W/C securement (circle one) STANDARD: ☒ Sure-Lok Q'Straint
LOW-PROFILE: Sure-Lok Q'Straint

PLANNED SERVICE REQUIREMENT

Planned Usage (circle one) Fixed Route ☒ Demand Response

TWO-WAY RADIO WIRING SETUP

Radio works with (circle one) ☒ Ignition On Only Ignition On or Off

EXHIBIT B

ORDER FORM

ORDER FORM (cont)

Item	Unit Cost	Quantity	Total Cost
Help bumper rear	Standard		
Side Wheel Chair Lift (Braun NN 917)	\$3,275.00		
Side Wheel Chair Lift (Ricon S - 5010)	\$3,325.00		
Side Wheel Chair Lift (Maxon WL - 733L)	\$3,598.00		
Rear Wheel Chair Lift (Ricon KV 5010)	\$3,325.00		
Rear Wheel Chair Lift (Braun NN 917)	\$3,275.00		
Sure-Lok Restraint System (per position)	\$400.00		
Q - Straint Restraint System (per position)	\$400.00		
Sure-Lok SoLo Restraint System (per position)	\$580.00		
Q - Straint Slide Lock Restraint System (per position)	\$414.00		
Standard seat (per person)	\$170.00		
Flip-type seat (per person)	\$250.00		
Fold away seat (per person)	\$300.00		
Child seat (per person)	\$220.00		
Paint scheme 1	\$200.00		
Paint scheme 2	\$200.00		
Paint scheme 3	\$200.00		
TOTAL (Total Page 2)			-----
TOTAL (Total Page 1)			-----
GRAND TOTAL (Total Page 1 and Total Page 2)			-----

CHOICES FORM

SEATING AND FLOORING CHOICES

Seating Colors: (circle one) gray blue tan

Flooring Colors: (circle one) gray blue tan black

Paint Scheme: (circle one) #1 #2 #3

Agencies will select two (2) colors for the background and stripe when orders are placed. If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed, they may make separate arrangements with First Class Coach and Equipment, Inc. to provide these services. Base price reflects white base coat.

WHEELCHAIR LIFT CHOICES

Wheel Chair Lift: (circle one) **SIDE:** Braun Maxon Ricon

REAR: Ricon Braun

SECUREMENT DEVICE CHOICES

W/C securement (circle one) **STANDARD:** Sure-Lok Q'Straint

LOW-PROFILE: Sure-Lok Q'Straint

PLANNED SERVICE REQUIREMENT

Planned Usage (circle one) Fixed Route Demand Response

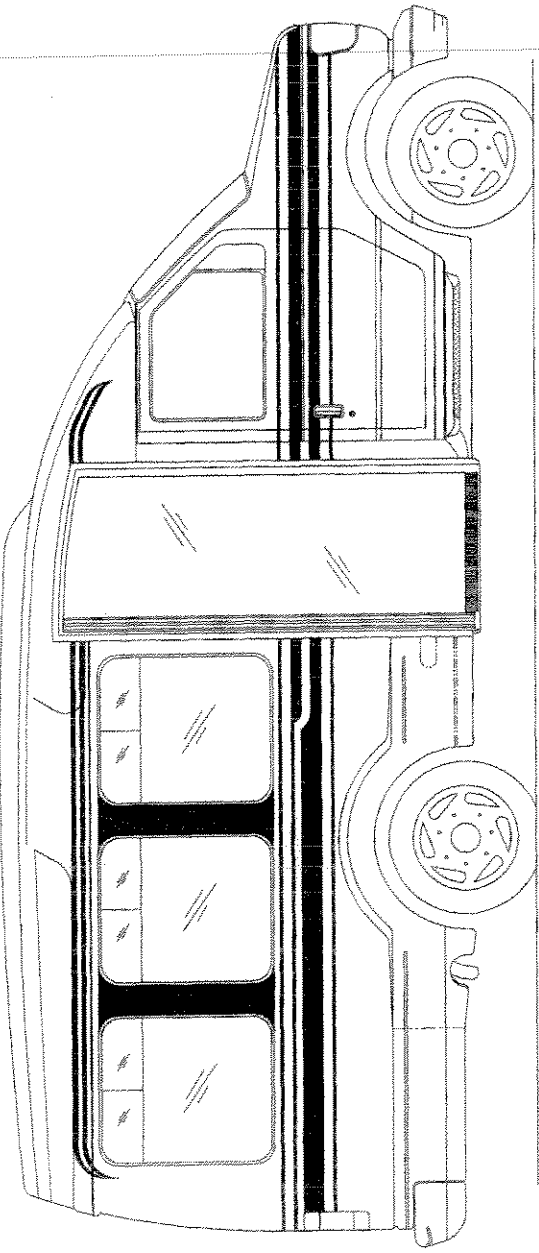
TWO-WAY RADIO WIRING SETUP

Radio works with (circle one) Ignition On Only Ignition On or Off

EXHIBIT C

PAINT SCHEMES

Paint 2



FILE NAME
SALES_DWG9BODY_MASTERPAINT_SCHEMESPDOT_VT

DATE
06/13/03

SCALE
XL VT

WORK
F

DATE
06/13/03

SCALE
DNS

WORK
F

DATE
06/13/03

SCALE
DNS

WORK
F

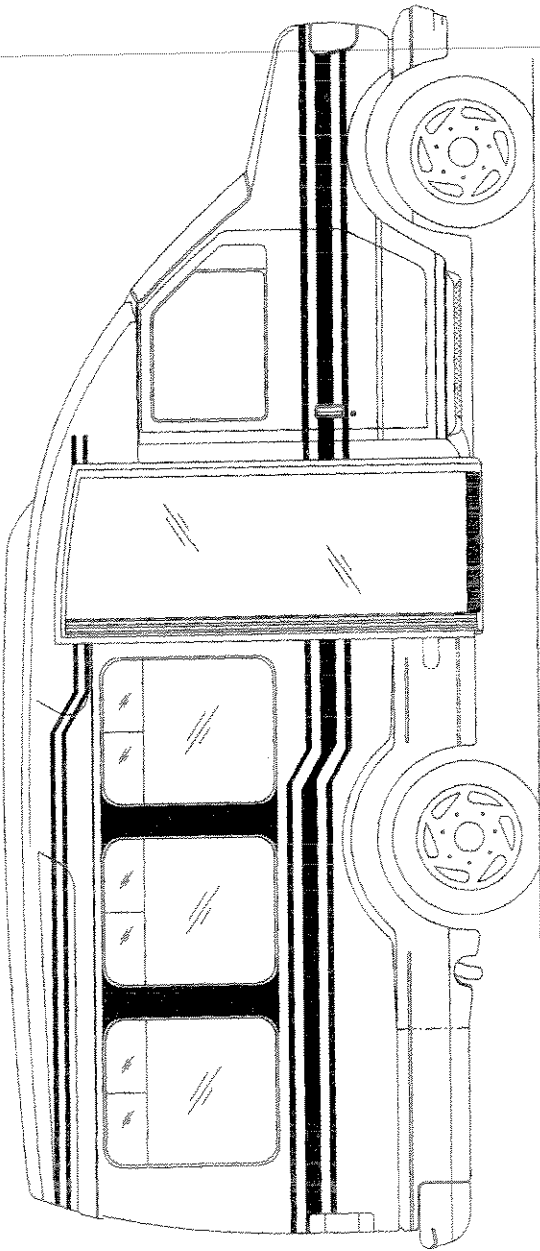
DATE
06/13/03

SCALE
DNS

WORK
F

THIS DRAWING AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF TURTLE TOP, INC. AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

THIS FLOOR PLAN WAS SPECIFICALLY CREATED FOR

Paint 3				FILE NAME: SALES_DWGSSBODY MASTERPAINT SCHEMESFDOT_VT	
				DATE: 06/13/03 DESIGNED BY: HLH SCALE: DNS MODEL: XL VT PART TYPE: F COLOR: UNFIN	
				THIS FLOOR PLAN WAS ORIGINALLY CREATED FOR	
				THE DRAWING AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.	

Turtle TOP®

EXHIBIT D

OPTIONS

2.2.0 ENGINE

2.2.2 6.0 Liter V8 Gasoline

2.2.3 6.6 Liter Duramax Diesel

2.4.0 ACCESS PLATE

2.4.5 An access plate made of slip resistant 11ga. aluminum diamond plate shall be installed in the interior floor to allow access to the fuel sending unit.

2.13.0 TIRES AND WHEELS

2.13.2 Stainless steel wheel inserts added to steel wheels.

2.13.3 A mounted and balanced spare tire and wheel assembly shipped loose with each vehicle.

2.26.0 SEAT BELT EXTENSIONS

2.26.7 Provided in sets of two (2).

2.28.0 DRIVER SEAT

2.28.2 Freedman Magnum 200. Seat shall be fully adjustable type and shall include shoulder and lap restraining belt with retractor, right armrest, and lumbar support. The upholstery shall be color keyed to the passenger seats.

2.28.3 Freedman Relaxor Sport Seat.

2.29.0 ALTRO-FLOORING

2.29.1 Altro Transflor slip resistant sheet vinyl flooring.

2.33.0 PUBLIC ADDRESS SYSTEM/AM-FM RADIO

2.33.2 Radio Engineering Industries (REI) driver controlled public address system.

2.33.3 OEM standard AM/FM radio mounted in dash.

2.40.0 **HELP BUMPERS – FRONT AND REAR**

- 2.40.2 HELP® Intermediate Bumpers shall be optional on front or rear of the vehicle, to give an extra measure of protection against low-speed impact collisions of 5-MPH or less.

2.43.0 **WHEELCHAIR LIFTS**

- 2.43.3 Side mounted wheel chair lift (per part 2, Braun or Ricon or Maxon)
- 2.43.3 Rear mounted wheel chair lift (per part 2, Ricon or Braun)

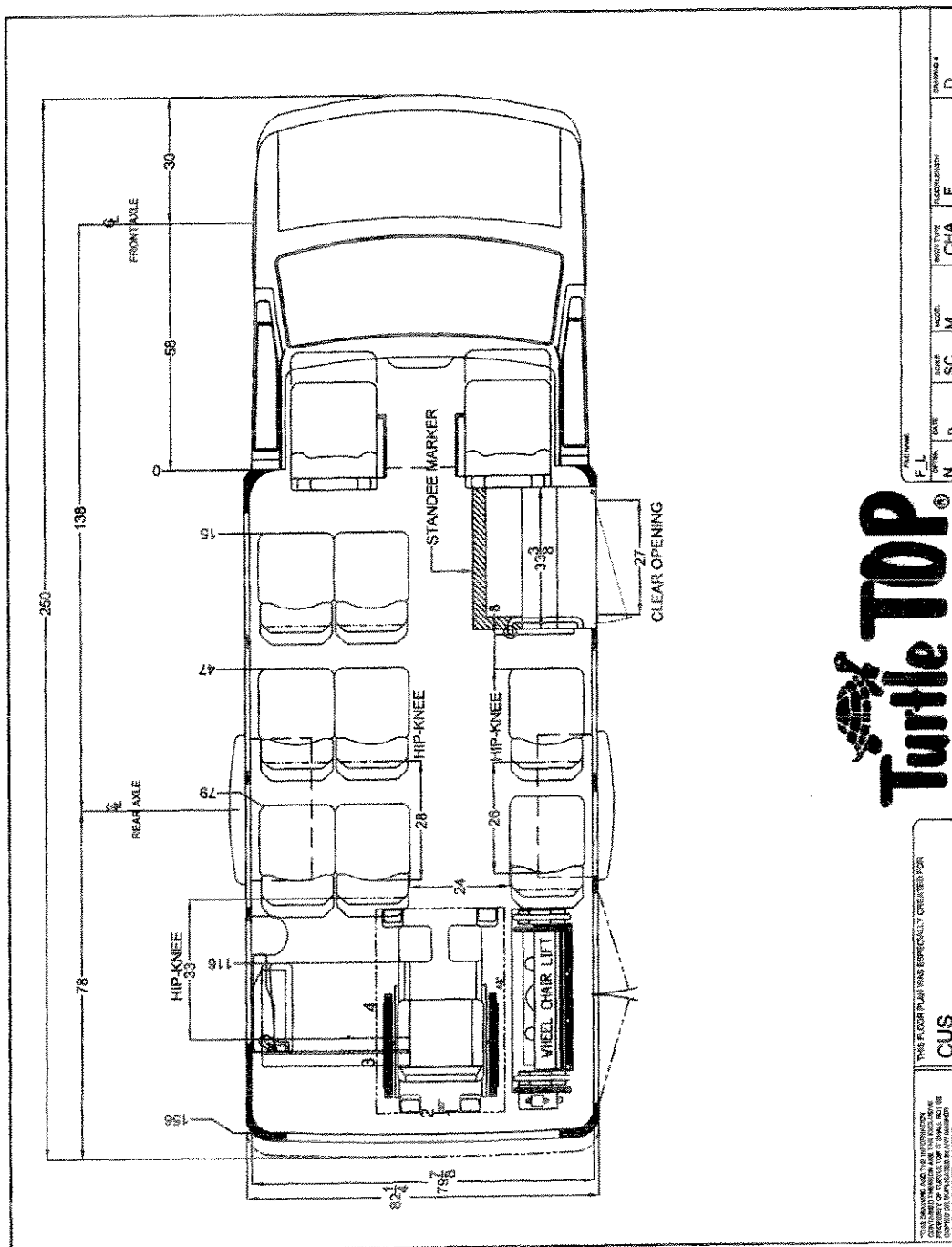
2.44.0 **RESTRAINT SYSTEMS**

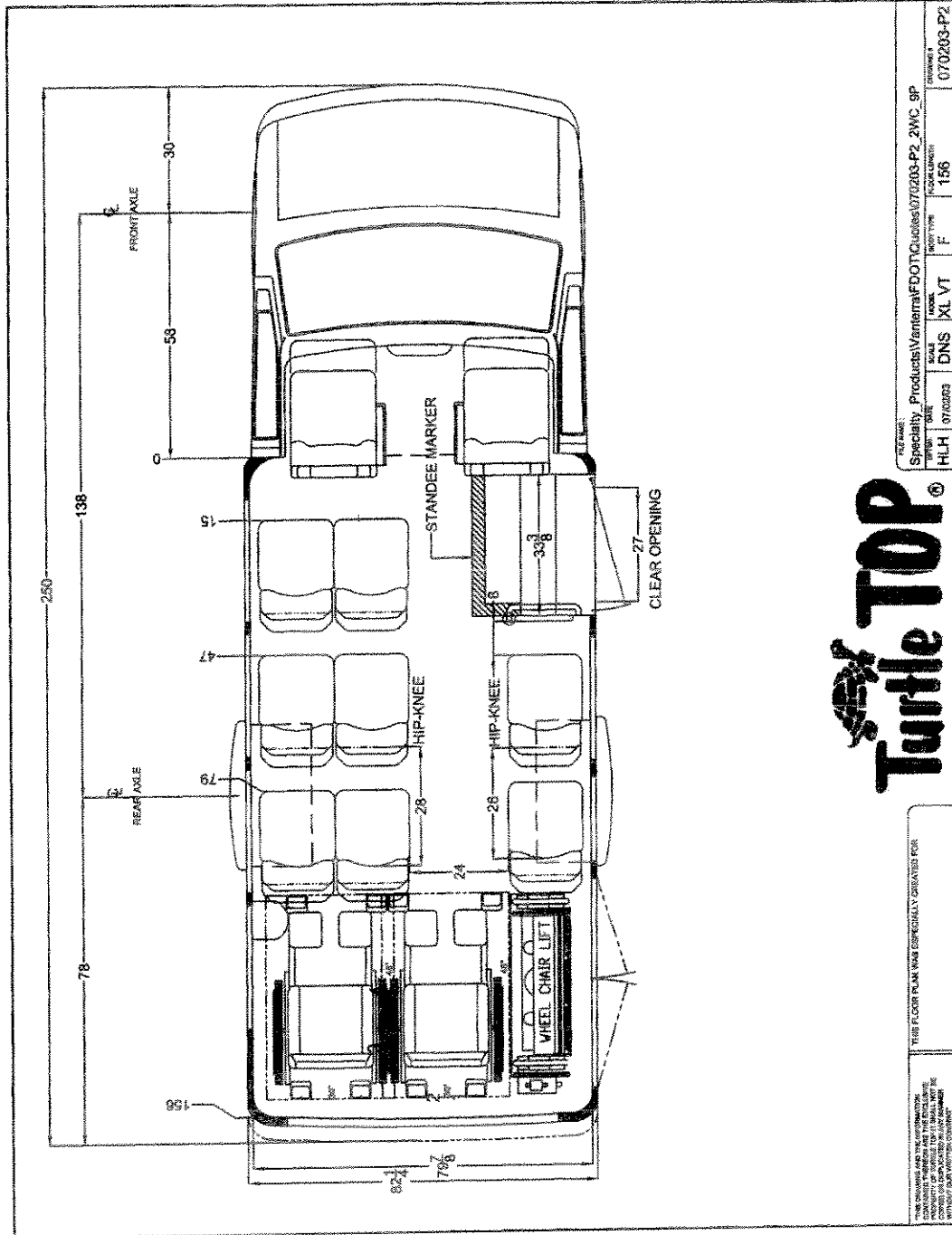
- 2.44.3 Sure-Lok or Q'Straint restraint system (per part 2)
- 2.44.3 Sure-Lok or Q'Straint Low Profile restraint system (per part

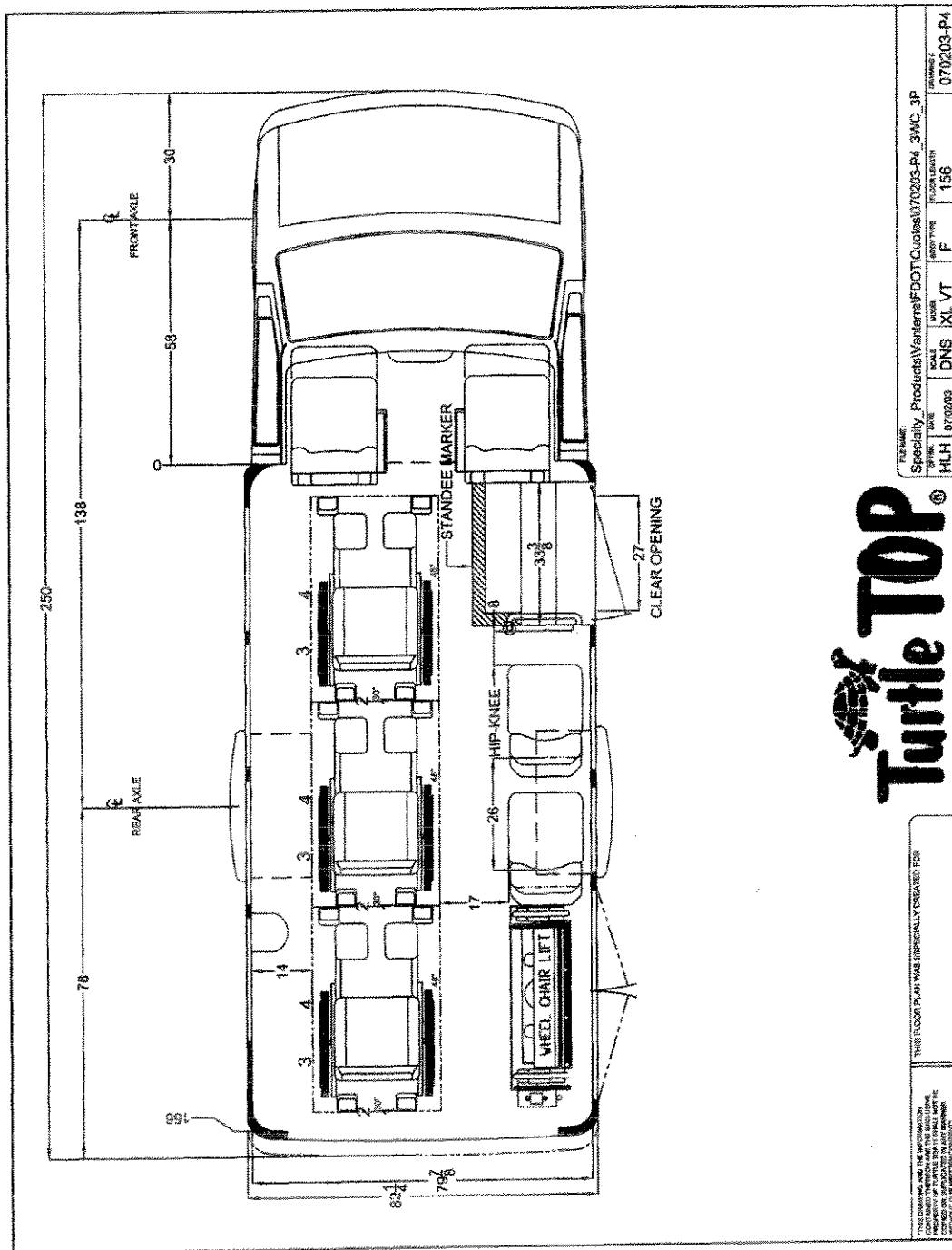
EXHIBIT E

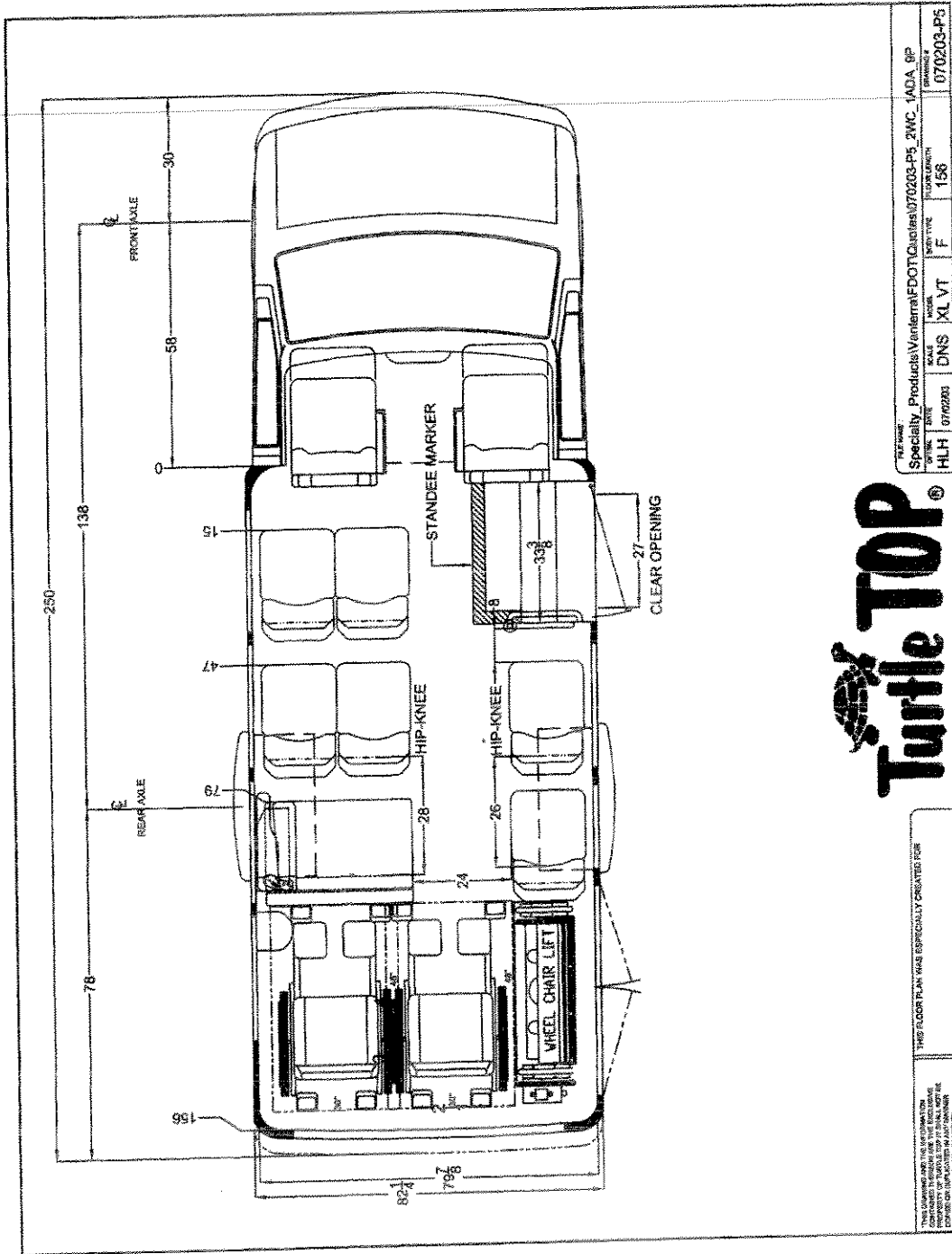
SAMPLE

FLOOR-PLAN LAYOUTS









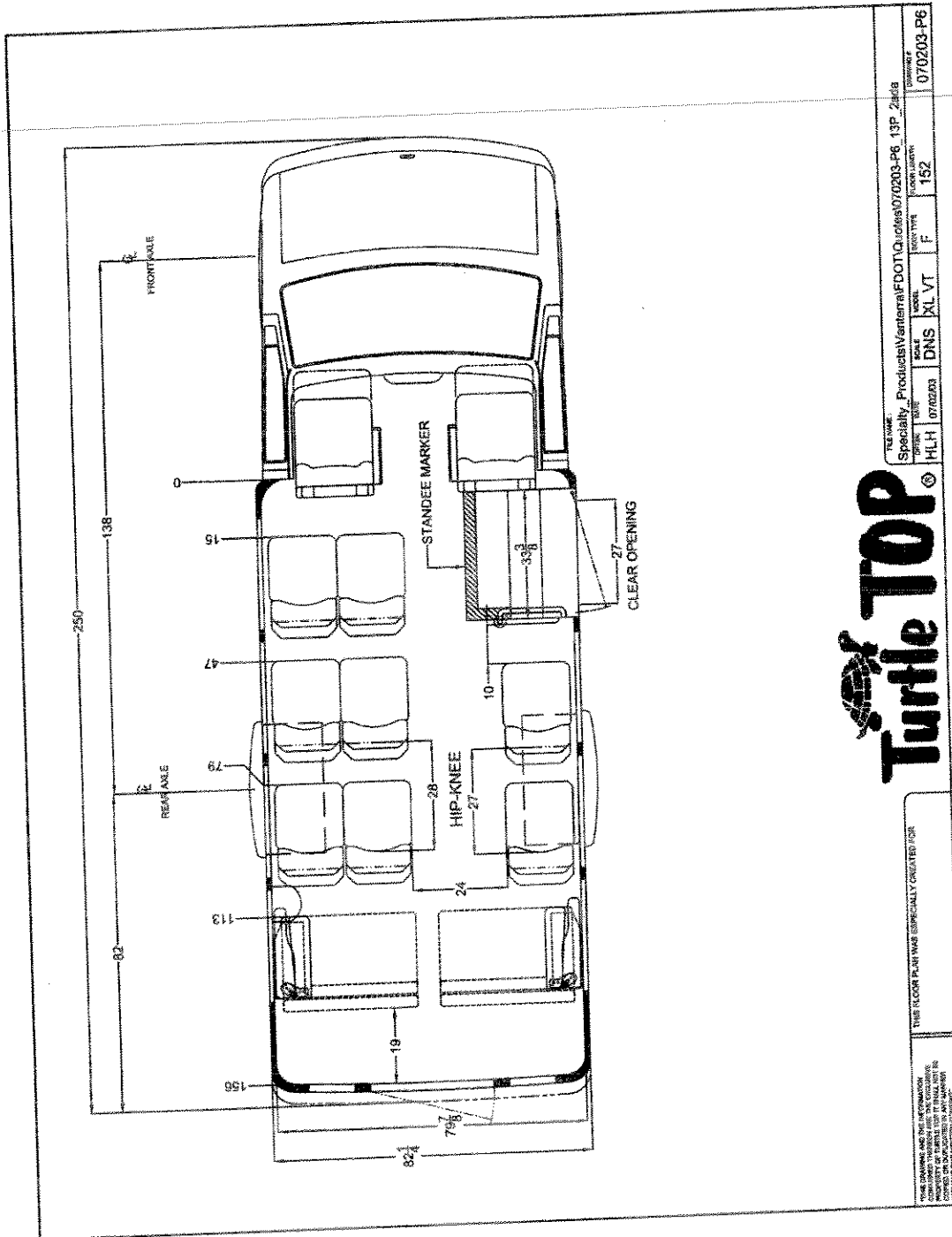


EXHIBIT F

WARRANTY PROVISIONS

WARRANTY PROVISIONS

5.0.0 BASIC PROVISIONS

5.1.0 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on First Class Coach, Inc. Consistent with this requirement First Class Coach, Inc. warrants and guarantees to the FVPP each complete vehicle, and specific subsystems and components as follows:

5.1.1 COMPLETE VEHICLE

The vehicle is warranted and guaranteed to be free from defects for a minimum of twelve (12) months or twelve thousand (12,000) miles, whichever comes first, beginning on the date of acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the FVPP's locale.

5.1.2 SUBSYSTEMS AND COMPONENTS

Specific subsystems and components are warranted and guaranteed to be free from defects and related defects for the times and/or mileages given in exhibit 5-1. Parts and Labor to be covered in all warranties.

Exhibit 5-1.

Subsystem and component minimum warranty, whichever occurs first.

Item	Years	Mileage
OEM Chassis	3	36,000
Manufacturers Warranty	2	24,000
Air conditioning system (Owner selects which one)	3/5	Unlmted/75,000
Alternator (OEM duals are 3/36,000)	18 months	75,000
Wheelchair Lift	3 (parts & labor)	Unlimited

5.2.0 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with First Class Coach, Inc.'s maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the FVPP fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in First Class Coach, Inc.'s maintenance manuals.

5.3.0 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the FVPP such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which First Class Coach, Inc. is responsible.

5.4.0 DETECTION OF DEFECTS

If the purchaser detects a defect within the warranty periods defined in section 5.1.1, it shall promptly notify First Class Coach and Equipment, Inc.'s representative. Within five (5) working days after receipt of notification, First Class Coach and Equipment, Inc.'s representative shall either agree that the defect is in fact covered by the "complete vehicle" warranty, or reserve judgment until the subsystem or component is inspected by First Class Coach and Equipment, Inc.'s representative and/or is removed and examined at the purchaser's property or at First Class Coach and Equipment, Inc.'s plant. At that time, the status of warranty coverage, either subsystem or vehicle, shall be mutually resolved between the purchaser and First Class Coach and Equipment, Inc. If the defect belongs to a subsystem or component, then work necessary to effect the repairs defined in section 5.1.2 shall commence within ten (10) working days after receipt of notification by First Class Coach and Equipment, Inc. Otherwise, section 5.1.1 applies and repairs will be started immediately.

5.5.0 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the FVPP and First Class Coach, Inc.'s representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the FVPP reserves the right to commence the repairs in accordance with 5.7.1.

5.6.0 FLEET DEFECTS

A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this contract. For the purpose of this bid, identical defects occurring in sixty (60) percent of vehicles delivered shall be considered a "fleet defect".

5.6.1 SCOPE OF WARRANTY PROVISIONS

First Class Coach, Inc. shall correct a fleet defect under the warranty provisions defined in section 5.4.0. After correcting the defect, First Class Coach, Inc. shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the vehicles. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date a fleet defect was determined to exist, or on the repair/replacement date for corrected items.

5.6.2 VOIDING OF WARRANTY PROVISIONS

The fleet defect provisions shall not apply to vehicle defects caused by noncompliance with First Class Coach, Inc.'s recommended normal maintenance practices and procedures.

5.6.3 EXCEPTIONS TO WARRANTY PROVISIONS

Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim, and paint. The provisions shall not apply to purchaser-supplied items such as fare boxes, radios, and tires.

5.7.0 REPAIR PROCEDURES

5.7.1 REPAIR PERFORMANCE

In some instances, the FVPP may require First Class Coach, Inc. or its designated representative to perform warranty-covered repairs that are clearly beyond the scope of its capabilities. In these cases, this work will be done by the FVPP's personnel with reimbursement by First Class Coach, Inc.

5.7.2 REPAIRS BY CONTRACTOR

If the FVPP requires First Class Coach, Inc. to perform warranty-covered repairs, First Class Coach, Inc.'s representative must begin within ten (10) working days after receiving notification of a defect from the purchaser, work necessary to effect repairs. The purchaser shall make the vehicle available to complete repairs timely with First Class Coach, Inc. repair schedule. First Class Coach, Inc. shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the FVPP's option, First Class Coach, Inc. may be required to remove the vehicle from the purchaser's property while repairs are being effected. If the vehicle is removed from the purchaser's property, repair procedures must be diligently pursued by First Class Coach, Inc.'s representative.

5.8.0 REPAIRS BY THE PURCHASER

5.8.1 PARTS USED

If the purchaser performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using contractor-specified spare parts available from its own stock or those supplied by First Class Coach, Inc. specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the purchaser to First Class Coach, Inc. for reimbursement or replacement of parts. First Class Coach, Inc. shall provide forms for these reports.

5.8.2 CONTRACTOR SUPPLIED PARTS

The FVPP may request that First Class Coach and Equipment, Inc. supply new parts for warranty-covered repairs being performed by the purchaser. These parts shall be shipped prepaid to the purchaser, from any source selected by First Class Coach and Equipment, Inc., the "next business day" from receipt of the request for said parts.

5.8.3 DEFECTIVE COMPONENTS RETURN

First Class Coach, Inc. may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by First Class Coach, Inc. Materials should be returned in accordance with contractor's instructions.

5.8.4 REIMBURSEMENT FOR LABOR

The purchaser shall be reimbursed by First Class Coach, Inc. for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the purchaser's current per hour, master

mechanic, straight wage rate, plus 32 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the purchaser's service garage at the time the defect correction is made. The purchaser shall not accept parts credit as payment of warranty labor claims.

5.8.5 REIMBURSEMENT FOR PARTS

The purchaser shall be reimbursed by First Class Coach, Inc. for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 2 percent handling charges. The purchaser shall not accept parts credit as payment of warranty part claims.

5.9.0 WARRANTY AFTER REPLACEMENT / REPAIRS

If any component, unit, or subsystem is repaired, rebuilt, or replaced by First Class Coach, Inc. or by the FVPP's personnel, with the concurrence of First Class Coach, Inc., the subsystem shall have the unexpired warranty period of the original subsystem.

EXHIBIT B
TO

**AGREEMENT BETWEEN MONROE COUNTY
AND FIRST CLASS COACH AND EQUIPMENT, INC.**

Victores-Carlos

From: Eskew-Jerry
Sent: Friday, June 30, 2006 12:04 PM
To: Victores-Carlos
Cc: Davenport-Daniel
Subject: FW: Piggyback on the FDOT TurtleTop State Contract

Carlos

Will this be sufficient?

Jerry

From: Scott E Fewell [mailto:ScottE.Fewell@FloridaBus.net]
Sent: Friday, June 30, 2006 11:47 AM
To: Eskew-Jerry; Davenport-Daniel
Subject: RE: Piggyback on the FDOT TurtleTop State Contract

Jerry and Danny

We here at First Class Coach / Florida Bus have no objections and would be appreciative if Monroe county Transit will purchase the vehicle off of the state contract at the FDOT contracted price. If you need anything in addition please let me know and I will be happy to help in any way that I can.

Thank you;

Scott E. Fewell

-----Original Message-----

From: Eskew-Jerry [mailto:Eskew-Jerry@MonroeCounty-FL.Gov]
Sent: Monday, June 26, 2006 4:21 PM
To: akhtar.mahmood@dot.state.fl.us; Scott E Fewell
Cc: Victores-Carlos; Davenport-Daniel
Subject: FW: Piggyback on the FDOT TurtleTop State Contract

Ike and Scott,

6/30/2006

EXHIBIT C

TO

**AGREEMENT BETWEEN MONROE COUNTY
AND FIRST CLASS COACH AND EQUIPMENT, INC.**

Victores-Carlos

From: akhtar.mahmood@dot.state.fl.us
Sent: Wednesday, June 28, 2006 11:49 AM
To: Eskew-Jerry
Cc: Davenport-Daniel; Scotte@1stclasscoach.com; Victores-Carlos
Subject: Re: FW: Piggyback on the FDOT TurtleTop State Contract

Attachments: pic16256.jpg



pic16256.jpg (6 KB)

We have no objection to the County, buying the Bus on State Contract as far as Dealer agreed.

Thanks

Akhtar "Ike" Mahmood, P.E.
Florida Department of Transportation
District ADA Coordinator/
Federal Transit Programs Engineer
1000 NW 111 Ave. Room # 6114
Miami, FL 33172
305-470-5166 Suncom 429-5166
Fax 305-470-5179 Fax Suncom 429-5179
Pager 305-464-1155
E-Mail akhtar.mahmood@dot.state.fl.us

Eskew-Jerry
<Eskew-Jerry@Monr
oeCounty-FL.Gov>

To
akhtar.mahmood@dot.state.fl.us,
06/26/2006 04:20 Scotte@1stclasscoach.com
PM cc

Victores-Carlos
<Victores-Carlos@monroecounty-fl.go
v>, Davenport-Daniel
<Davenport-Daniel@MonroeCounty-FL.G
ov>

Subject
FW: Piggyback on the FDOT TurtleTop
State Contract

(Embedded image moved to file: pic16256.jpg)